**THE HON'BLE MR JUSTICE N.V.RAMANA**

**WRIT PETITION No.9288 of 2007**

**Dated 11-12-2007**

Between:
M/s.Greesha Laboratories Pvt. Ltd. Rep. By its Managing Director.

..... PETITIONER

AND

Superintending Engineer, APCPDCL, Operation Circle,
Mahaboobnagar, and another.

.....RESPONDENTS

**THE HON'BLE MR JUSTICE N.V.RAMANA**

**WRIT PETITION No.9288 of 2007**

**ORDER:**

This writ petition is filed seeking a direction to the respondents to return the consumption security deposit amount by considering the representations made by the petitioner on 16-10-2006 and 09-11-2006 duly deducting the amount specified in the bill for the month of August, 2006.

The petitioner, manufacturer of pharmaceuticals, made an application to the respondents for grant of HT connection requiring 300 KVA with 600 H.P. contracted load. The respondents, acceding to the request of the petitioner-Company, entered into an agreement with it on 06-06-2000 for a period of five years. Accordingly, the petitioner-Company deposited the security deposit of Rs.5,26,700/- apart from extension charges. After expiry of the agreement period of five years, no further agreement was entered into by the petitioner-Company and it continued to pay the consumption charges. Alleging that the employees of the petitioner-Company were going on strike from 07-09-2006 and it was sustaining huge losses, it made a representation dated 12-09-2006 to the respondents for surrendering HT connection. The petitioner-Company again after receiving the electricity bill for the month of October, 2006, made a representation for refund of the consumption security deposit amount by adjusting the consumption charges for the month of August, 2006, as the company was closed from 06-09-2006. Thereafter, the power supply was disconnected on 31-10-2006. However, the respondents raised bills from the months of October, 2006 to February, 2007 demanding an amount of Rs.5,81,101/- from the petitioner-Company. Aggrieved by the same,

the present writ petition is filed seeking refund of consumption security deposit duly deducting the consumption charges for the month of August, 2006 by considering the representations made by it on 16-10-2006 and 09-11-2006.

Learned counsel for the petitioner contends that as the employees of the petitioner-Company were on strike, the Company could not run and therefore, it made a representation dated 12-09-2006 stating that as there was no manufacturing or production, it wants to surrender HT connection, and after receipt of the bill for the month of October, 2006, it made another representation for refund of the consumption security deposit amount by adjusting the consumption bill for the month of August, 2006. The learned counsel further submits that though the respondents disconnected power supply to the petitioner-Company on 31-10-2006, they raised bills for six months thereafter and had not considered the representations made by the petitioner-Company and did not refund the amount paid towards consumption security deposit.

Learned counsel for the respondents relying upon the agreement entered into by the petitioner contends that as per the terms and conditions of supply, the agreement will come to an end by 3-3-2007 and thereafter since the petitioner has not sought for disconnection of the service or made any application requesting for return of the security deposit, the petitioner cannot now contend that it is entitled for the refund of the security deposit.

Heard the learned counsel on both sides. A perusal of the agreement and the counter affidavit indicates that the petitioner has entered into HT agreement with the respondent company on 6-6-2000 for a period of five years, for the maximum demand of 300 KVA. It is also seen from the counter affidavit that the petitioner company failed to pay the consumption charges from the month of September 2006 onwards. Thereafter, on 31-10-2006, the power supply was disconnected. Taking into consideration of the fact that the petitioner has failed to pay the arrears within three months from the date of

disconnection, in accordance with clause 5.9.4.3 of the APCPDCL Terms and Conditions of Supply, the HT agreement was terminated on 3-3-2007. It is also the specific case of the respondent company that the petitioner has not made any request indicating surrender of the service connection or seeking disconnection or for returning the security deposit. The respondent company has also denied the factum of the petitioner making representations dated 16.10.2006 and 9.11.2006. The petitioner is also not able to produce any material before this Court to show that it made any such representations. However, it is stated in the counter affidavit that the petitioner company is entitled for return of an amount of Rs.83,867/- from the initial deposit amount of Rs.6,64,968/- paid by the petitioner company. At this stage, learned counsel for the petitioner also agreed that the said amount may be returned to the petitioner company.

For the foregoing reasons, the writ petition is disposed of directing the petitioner company to make an application seeking refund of an amount of Rs.83,867/-. If any such application is made, the respondents are directed to release the said amount without any further delay, within a period of four weeks from the date of receiving such an application.

The writ petition is accordingly disposed of. No costs.

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N.V.RAMANA,J
Dated 11-12-2007
usd/msv